

PERFORMANCE BOND
Pursuant to Vernon's Texas Government Code
Title 10, Chapter 2253, as amended

THE STATE OF TEXAS § BOND NO.

COUNTY OF _____ §

KNOW ALL BY THESE PRESENTS, THAT:

_____ of the City of _____, County of _____, and State of _____, as PRINCIPAL, and _____, a corporation organized and existing under the laws of _____ and authorized under the laws of the State of Texas to act as SURETY on bonds for PRINCIPALS, are held and firmly bound unto the _____ (OWNER), in the penal sum of _____ Dollars (\$ _____) for the payment whereof, the said PRINCIPAL and SURETY bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the PRINCIPAL has entered into a certain written Contract with the OWNER, dated the _____ day of _____, 202__, for the construction of _____ to which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the said PRINCIPAL shall faithfully perform the said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said Contract agreed and covenanted by the PRINCIPAL to be observed and performed, and according to the true intent and meaning of said Contract and the Plans and Specifications thereto annexed, and shall fully indemnify and save the OWNER harmless from any loss, cost or damage by reason of PRINCIPAL's failure to complete the work then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Texas Gov. 2253 as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

In the event that the OWNER declares the PRINCIPAL in default under the Contract, the Surety will, within fifteen days of the OWNER'S declaration of such default, at OWNER'S election either: 1) take over and assume completion of said Contract and shall faithfully construct and complete said Contract in a good and workmanlike manner in accordance with the original schedule for completion, the approved Plans and Specifications, or 2) allow OWNER to draw on any part or all of the total amount of this bond by submitting a written request for a draw from the OWNER'S Public Works Director or designee to SURETY'S Attorney-in fact. Conditioned upon the Surety's faithful performance of its obligation, the liability of the Surety for the Principal's default shall not exceed the penalty of this bond.

The Surety agrees to pay the OWNER upon demand all loss and expense, including attorneys' fees, incurred by the OWNER by reason of or on account of any breach of this obligation by the Surety. Provided further, that in any legal action be filed upon this bond, venue shall lie in the county where the work is to be constructed.

This Bond is a continuing obligation and shall remain in full force and effect until cancelled as provided for herein. This Bond may be cancelled upon Surety's receipt of written notice of cancellation by the OWNER stating that the Contract has been completed and accepted by OWNER.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the Plans, specifications or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have signed and sealed this instrument this ____ day of _____, 202__.

Principal

Surety

By_____

By_____

Title_____

Title_____

Address_____

Address_____

The name and address of the Resident Agent of Surety is:

(Seal)